

### **ADDENDUM NO. 3**

#### **Request For Qualifications**

#### **For Buckman Direct Diversion Project**

##### **Notice to Potential Respondents**

This Addendum No. 3 revises, clarifies, and becomes part of the Request For Qualifications issued and dated February 6, 2006, for the Buckman Direct Diversion Project (RFQ). Receipt of this Addendum No. 3 must be acknowledged in the Transmittal Letter for your Submittal.

The RFQ and addenda set out general concepts, issues, and current thoughts and intentions for implementation of the Project. The DB Contract will incorporate all terms and conditions of the final agreement between the BDD Board and the DB Contractor. The RFQ, addenda, or any part thereof, shall not be deemed to be a part of the DB Contract.

##### **Revisions, Questions and Responses**

1. **“RFQ Revision: The Submission Deadline set forth in Section 4.1 and on Table 3 of the RFQ is hereby changed to 4:00 PM, Santa Fe time, April 12, 2006. The anticipated date on Table 3 for Issuance of the RFP is changed to early July.**

2. **“Are you planning to revisit the Step 2 Selection Criteria, which currently allocate 40% for design and construction quality, risk allocation, schedule, and qualifications?”**

**RFQ Revision: The relative weights for the Step 2 Evaluation Criteria set forth on Table 2 in Section 3.4 of the RFQ is hereby changed to 80% for Cost and 20% for the Non-Cost Criteria (Design and Construction Quality, Risk Allocation, Schedule, and Qualifications).**

3. **“Our preliminary review of the draft pilot testing report indicates that while some bench scale testing of membranes occurred, there was no pilot testing of membranes. The RFQ indicates that membranes are the likely treatment process that will be specified. If membranes are so specified, what is the intention for assignment of risks for long-term membrane performance (process performance, membrane life, cleaning frequency, etc.)?”**

**RFQ Clarification: The DB Contractor will be expected to provide a two-year performance guarantee for performance of the Project and a warranty for the membrane system (including membrane life, cleaning frequency, and other parameters), based on conditions and limitations to be set forth in the RFP. The term of the membrane warranty will likely be in the range of five to eight years. Although pilot testing of membranes has not been conducted, several manufacturers have indicated a willingness to provide such a warranty in the absence of pilot testing. Such manufacturer’s warranties typically are dependent on clear specifications for feedwater quality into the membrane system. The DB Contractor should be able to provide such specifications to its membrane supplier on the basis of the raw water quality window to be included in the DB Contract.**

**4. RFQ Revision:** The number of members of the Step 1 Selection Committee set forth in Section 3.5 of the RFQ is changed from seven to nine, consisting of four City representatives, four County representatives, and one at-large individual. The number of members of the Step 2 Selection Committee will be established during Step 2 of the procurement process.

**5. RFQ Revision:** The first sentence under the heading Clarifications in Section 3.3 of the RFQ is deleted and replaced with: “The procurement process may require best and final offers.”

**6. RFQ Revision:** The following sentence is added to the end of Section 5.2 of the RFQ: “A Submittal may be rejected as non-responsive if the City Purchasing Director determines that the Respondent is not “responsible” under Section 21 of the City Purchasing Manual. Please complete the attached Respondent Responsibility Form and include the completed form as appendix to your Submittal”

**7.** “Will you make available score sheet of Step 1 evaluation before RFP?”

**RFQ Clarification:** No.

**8.** “Please explain extent of design review by the Owners and the Owners Consultant.”

**RFQ Clarification:** The Owners’ Consultant and Owners’ review will concentrate on the conformance of the DB Contractor’s design packages with the DB Contract which will include a preliminary design and technical specifications. As will be spelled out in the DB Contract, it will be the DB Contractor’s responsibility to perform QA/QC reviews.

This addendum will be part of the RFQ. Non-receipt of this addendum by Respondent in no way relieves Respondent of any obligation of compliance with any terms and conditions stated in the addendum.

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## RESPONDENT RESPONSIBILITY FORM

An authorized representative of the Respondent must certify or provide an explanation for any of the following events within the last five years:

1. No debarment, disqualification, default, or early termination from contract of the DB Contractor (or any of its members, partners or owners, if the DB Contractor is a new joint venture entity).
2. No commercial bankruptcy of the DB Contractor (or any of its members, partners, or owners, if the DB Contractor is a new joint venture entity).
3. Explain all settled adverse claims, dispute or lawsuits with an owner of a project involving the DB Contractor (or all of its members, partners, or owners, if the DB Contractor is a new joint venture).
4. Explain OSHA violations, workers' compensation claims, or safety claims involving the DB Contractor (or all of its members, partners, or owners, if the DB Contractor is a new joint venture entity).
5. Explain any state licensing violations by the DB Contractor (or its members, partners, or owners, if the DB Contractor is a new joint venture entity).

*[expand the form as may be necessary to provide the requested information]*

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[Print Name, Company, and Title]

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[Signature]

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[Date]

**[END ADDENDUM NO. 3]**